

HOPKINS COUNTY PURCHASE OF JUVENILE SERVICES ATTACHMENT C PAYMENT AND FISCAL MANAGEMENT

SECTION 4.0 COST/ADMINISTRATIVE REQUIREMENTS AND ALLOWABLE COSTS

- 4.1. Except as otherwise authorized by this Contract, state and/or federal law or regulation, Contractor shall comply with the <u>cost principles</u> set forth in either OMB Circular No. A-87 or A-110, as applicable, and the <u>uniform administrative requirements</u> set forth in OMB Circular No. A-102, both as supplemented by the final rules promulgated by the Texas Office of the Governor under the Uniform Grant and Contract Management Act of 1990, TEX. REV. CIV. STAT. art. 4413(32g), as well as all other applicable local, state and/or Federal laws and regulations, including, but not limited to those identified in PART I, PARTIES TO CONTRACT.
- 4.2. <u>Allowable costs</u> shall be limited to only those costs and expenditures generated in compliance with the provisions of this Contract within the following cost categories:
 - 4.2.1. Purchase of Juvenile Services
- 4.3. Under no circumstances shall ATCOG be liable for any otherwise allowable costs which have not been billed to ATCOG within <u>thirty (30)</u> calendar days following termination of this Contract.

SECTION 5.0 INTEGRITY OF FUNDS

5.1 Regardless of all other terms and provisions of this Contract, ATCOG retains the right to suspend all and any payment to Contractor, in whole or in part, to protect the <u>integrity of funds</u> or to ensure proper operation of programs, providing Contractor is given prompt notice and the opportunity for a hearing regarding such suspension within thirty (30) calendar days from such suspension.

SECTION 6.0 CONTRACTOR BUDGET

6.1. Except as provided below, ATCOG shall only pay Contractor for allowable costs that comply with the following <u>Contractor Budget</u>:

Cost Categories

Contract Amount

Purchase of Juvenile Services

\$8,634.66

6.2 Under no circumstances shall total payments exceed the obligation identified in <u>PART III,</u> <u>PAYMENT OBLIGATION</u>.

Hopkins County Contract 2021 - Amended Cover & Att. C

Final Audit Report

2021-08-30

Created:

2021-08-30

By:

Patricia Haley (phaley@atcog.org)

Status:

Signed

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ARK-TEX COUNCIL OF GOVERNMENTS CONTRACT FOR:

Purchase of Juvenile Services Grant # 1426622

Contract No:	01-45-03-21-910-50322.00-9100				
Modification No:	1				

ATCOG	CONTRACTOR	
Ark-Tex Council of Governments P. O. Box 5307 Texarkana, Texas 75505-5307	Hopkins County P. O. Box 288 Sulphur Springs, Texas 75482	

PART I - PARTIES TO CONTRACT: This Contract is entered into, by and between the Ark-Tex Council of Governments, hereinafter called "ATCOG", and <u>Hopkins County, Texas</u>, hereinafter called "Contractor". The Contractor covenants and agrees to provide services set forth in <u>Attachment B, Scope of Services</u>, in accordance with the terms and conditions of this Contract and all applicable laws and regulations; including, but not limited to the following: Texas Administrative Code (TAC), Office of Justice Programs Financial Guide, Uniform Grant Management Standards (UGMS)

PART II - ATTACHMENTS: This Contract and/or modification thereto consists of this page plus all of the following identified exhibits and attachments which are hereby incorporated in this contract in their entirety by specific reference:

ATTACHMENT	DESCRIPTION	PAGE
Α	Definitions	5
В	Scope of Services	9
С	Payment and Fiscal Management	13
D	Standard Provisions and Assurances	19
E	Exhibits	35

PART III - PAYMENT OBLIGATION: ATCOG agrees to pay Contractor compensation for the described services, a sum not to exceed \$8,634.66 in accordance with the Budget, procedures and restrictions in Attachment C, Payment and Fiscal Management. This amount shall constitute full and complete payment for the services to be provided under this Contract.

PART IV - CONTRACT PERIOD OF PERFORMANCE: The period of performance under the provisions of this Contract shall begin on <u>October 1, 2020</u>, and terminate after <u>August 31, 2021</u>, unless prior to that date Contractor receives a properly executed modification to this contract extending the above performance period.

PART V - CONTRACT EXECUTION: ATCOG and Contractor have agreed to the terms of this Contract and executed same as evidenced by the following signatures and dates:

ATCOG	CONTRACTOR	
Signature	Signature Robert NewSom Robert Newsom (Aug 30, 2021 16:24 CDT)	
Executive Director Ark-Tex Council of Governments	County Judge	
Date Aug 30, 2021	Date Aug 30, 2021	